

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF VERMONT

U.S. DISTRICT COURT DISTRICT OF VERMONT FILED 3-10-03 BY <u>mm</u> DEPUTY CLERK
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UNITED STATES OF AMERICA)

v.)

ANDREW CAPOCCIA -1)
HOWARD SINNOTT -2)
THOMAS J. DALY -3)
SHIRLEY DINATALE -4)
RODGER KOLSKY -5)
CAROL CAPOCCIA -6)
CARLO SPANO -7)

Crim. No. 1:03cr35-01

(18 U.S.C. §§ 371, 1341, 1343, 1956, 2314, 2315
& 2) 02
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INDICTMENT

Introduction

The grand jury charges:

1. In or about February 1997, the defendant ANDREW CAPOCCIA formed a company known as Andrew F. Capoccia, LLC. In 1998, the firm changed its name to the Andrew F. Capoccia Law Centers, LLC. The firm underwent additional name changes, including to the Daly, Cilingiryan, Murphy & Sinnott Law Centers, LLC. These entities will be collectively referred to as the Capoccia Law Centers. The Capoccia Law Centers operated out of offices in New York state.

2. The Capoccia Law Centers engaged in a debt reduction business that targeted consumers who had difficulties paying unsecured debt, primarily credit card debt. The Capoccia Law Centers represented debtors in negotiations with creditors. The Law Centers promoted its business in radio, television and newspaper advertising. The Law Centers frequently claimed that it could negotiate 50% - 70% reductions in clients' debts. The

Capoccia Law Centers represented thousands of client debtors.

3. ANDREW CAPOCCIA owned the Capoccia Law Centers. The defendants HOWARD SINNOTT and THOMAS DALY were attorney-employees of the Capoccia Law Centers. The defendants SHIRLEY DINATALE and RODGER KOLSKY were employees.

4. In or about June 2000, CAPOCCIA, SINNOTT and DALY signed an agreement whereby the Daly, Murphy & Sinnott Law Centers, PLC agreed to purchase for at least \$12,000,000 the assets of the Capoccia Law Centers. The purchase and sale agreement required the Daly, Murphy & Sinnott Law Centers to pay 20% of its gross income to CAPOCCIA over a period of ten years. After the sale, the Daly, Murphy & Sinnott Law Centers continued to provide debt-reduction services to past clients of the Capoccia Law Centers and in addition recruited new clients. The Daly, Murphy & Sinnott Law Centers also underwent name changes. The Daly, Murphy & Sinnott Law Centers and successor firms will collectively be referred to as The Law Centers for Consumer Protection or LCCP.

5. The Law Centers for Consumer Protection was owned by HOWARD SINNOTT and operated out of offices in Bennington, Vermont. THOMAS DALY was an attorney-employee who at times assisted SINNOTT in making management decisions on behalf of LCCP. SHIRLEY DINATALE, RODGER KOLSKY and co-conspirators Stephanie Gardner and Jerry Forkey were also employees of LCCP. ANDREW CAPOCCIA remained affiliated with LCCP in an advisory capacity and participated in making management decisions.

6. At times material to this indictment, The Law Centers for Consumer Protection maintained accounts in New Jersey at PNC Bank. These accounts consisted of a general or retainer account, a payroll account and a creditor reserve fund or escrow account. LCCP held money in the escrow account on behalf of individual clients. LCCP also had accounts at Chittenden Bank in Vermont and, for a period in 2001, an account at First Massachusetts Bank in Massachusetts.

7. At times material to this indictment, CAROL CAPOCCIA, the wife of ANDREW CAPOCCIA, maintained or controlled accounts at Wachovia Bank, Republic Security Bank and Sun Trust Bank in Florida.

8. Clients enrolling in the debt reduction program offered by The Law Centers for Consumer Protection entered into written contracts. These contracts specified the total amount of the enrolling client's unsecured debts and projected the total savings the client would enjoy if he or she successfully completed the debt reduction program. The contract estimated the retainer fees that LCCP would earn, calculated as a percentage of the savings the client realized through the negotiated settlement of a debt. Under the contract, the client agreed to make monthly payments to LCCP to fund the debt reduction program and to pay LCCP's account maintenance and retainer fees. Most of these monthly payments were made by automatic debits to the client's bank account. The contract specified what portion of each monthly payment would be

disbursed to LCCP as part of its anticipated retainer fee, and how much would be deposited into the escrow account to build up a reserve of funds with which to settle a client's debts.

9. Monthly retainer and account maintenance fees that The Law Centers for Consumer Protection received from clients were deposited into LCCP's general account at PNC Bank. Prior to April 2002, LCCP treated these moneys as income even before they were earned. LCCP used unearned retainer income to pay salaries and other expenses, and to make periodic payments to ANDREW CAPOCCIA, HOWARD SINNOTT and THOMAS DALY.

10. Monthly payments that The Law Centers for Consumer Protection received to fund a client's debt reduction program were deposited into the escrow account at PNC Bank and held on behalf of LCCP's clients. All client escrow money was commingled in a single, interest-bearing account.

11. From time to time, LCCP sent clients via United States mail a document entitled "Client Account Statement". Among other things, the Client Account Statement purported to show how much money the client had on deposit in the escrow or creditor reserve fund account.

The Misappropriation Of Client Escrow Funds

12. At all times material to this indictment, The Law Centers for Consumer Protection was experiencing severe financial difficulties. Earned and unearned retainer income was insufficient to pay LCCP's operating expenses; to cover the large, periodic payments LCCP was making to ANDREW CAPOCCIA

pursuant to the June 2000 purchase and sale agreement; and to pay periodic bonuses or other sums to HOWARD SINNOTT and THOMAS DALY. In addition, hundreds of dissatisfied clients withdrew from the debt reduction program and demanded refunds of unearned retainer fees they had paid to LCCP.

13. LCCP contracted with ADP, Inc. to process LCCP's payroll. Prior to each payroll, LCCP transferred sufficient funds from its general account into the PNC Bank payroll account. The payroll funds were subsequently transferred to an account ADP maintained in New York state.

14. Because there were insufficient funds in its general account at PNC Bank, The Law Centers for Consumer Protection, beginning in December 2000, used client escrow money to fund its payroll. The following escrow-to-payroll transfers occurred:

DATE	AMOUNT
December 5, 2000	\$104,500
January 16, 2001	\$104,000
January 30, 2001	\$105,500

15. On or about February 5, 2001, LCCP wired \$200,000 to one of CAROL CAPOCCIA'S Florida bank accounts as partial payment to ANDREW CAPOCCIA under the purchase and sale agreement. This payment to ANDREW CAPOCCIA was made directly from LCCP's escrow account at PNC Bank.

16. Beginning in approximately late February 2001, the LCCP general account at PNC Bank was frequently overdrawn. ANDREW CAPOCCIA and Stephanie Gardner authorized PNC Bank automatically to transfer client funds from the creditor reserve

fund (escrow) account into the general account to cover these overdrafts. In inducing PNC Bank to establish this automatic overdraft-coverage system, CAPOCCIA and Gardner misrepresented and concealed the fact that the creditor reserve fund account was actually an escrow account containing money held on behalf of LCCP's clients.

17. In approximately Spring 2001, HOWARD SINNOTT, THOMAS DALY and SHIRLEY DINATALE learned that escrow money was being used to cover overdrafts in the general account and permitted the practice to continue. Among other things, the funds taken from the escrow account were used to pay LCCP's day-to-day expenses, to refund unearned retainer fees paid by withdrawing clients, and to make large periodic payments to ANDREW CAPOCCIA, HOWARD SINNOTT and THOMAS DALY. On or about the dates listed below, the following amounts were transferred from the LCCP escrow account to the general account to cover overdrafts:

DATE	AMOUNT
March 2, 2001	\$300,000
March 12, 2001	\$50,000
March 13, 2001	\$100,000
March 14, 2001	\$50,000
March 15, 2001	\$100,000
April 2, 2001	\$200,000
April 5, 2001	\$600,000
April 9, 2001	\$56,797.60
April 12, 2001	\$200,000
April 26, 2001	\$100,000
May 25, 2001	\$200,000
July 20, 2001	\$50,000
July 31, 2001	\$42,000
August 13, 2001	\$100,000
September 26, 2001	\$66,000
October 1, 2001	\$60,000

These diversions of funds from the escrow account to the general account totaled \$2,274,797.60.

18. In the course of covering each overdraft, LCCP caused PNC Bank to use the interstate wire communication system to send facsimile transmissions between New Jersey, Ohio and Vermont.

19. PNC Bank continued to transfer money from the creditor reserve fund account to cover overdrafts in LCCP's general account until approximately mid-October 2001, when PNC Bank discovered the creditor reserve account contained escrow money. At that point, PNC Bank discontinued the overdraft coverage.

20. In June 2001, LCCP owed more than one thousand clients who had withdrawn from the debt reduction program approximately \$1,000,000 in unearned retainer fees. Some of those demands for refunds had been pending for more than one year.

21. Notwithstanding the volume of unpaid refunds, LCCP paid HOWARD SINNOTT, in addition to his salary, \$140,000 between late May 2001 and late September 2001. During the same period, LCCP also paid THOMAS DALY \$140,000 in addition to his salary.

The 58% - 42% Split Of Extra Funds Checks

22. On occasion, clients of The Law Centers for Consumer Protection turned over to LCCP funds other than and in addition to the monthly payments specified under their individual contracts. The clients intended that these additional funds would be used to settle specific debts that the clients owed, or to increase the reserve of funds held in escrow for the purpose of making settlements. LCCP deposited "extra funds" checks and

money orders received from clients into the accounts it maintained at PNC Bank, Chittenden Bank and First Massachusetts Bank.

23. Beginning in approximately February 2001 and continuing until on or about March 19, 2002, The Law Centers for Consumer Protection frequently diverted to its general account 42% of these additional funds clients tendered to LCCP to settle debts or to fund their escrow accounts.

Diversion Of Money To Debt Settlement Associates

24. Debt Settlement Associates, Ltd. (DSA) was a Delaware company that was incorporated on or about May 4, 2001. From offices in New York state, DSA also engaged in the debt reduction business on behalf of clients. DSA had no legal relationship to the Law Centers for Consumer Protection. ANDREW CAPOCCIA, HOWARD SINNOTT and THOMAS DALY participated in creating DSA. SINNOTT and DALY each loaned to or invested substantial sums of money in DSA. RODGER KOLSKY became the president of DSA and SHIRLEY DINATALE became an employee. At all times material to this indictment, DSA maintained general and payroll bank accounts in New Jersey at PNC Bank. DSA contracted with ADP, Inc. to process its payroll.

25. Beginning in approximately August 2001 and continuing until approximately April 2002, LCCP diverted money from its accounts at PNC Bank to DSA to pay advertising, payroll and other operating expenses of DSA. These diversions totaled more than \$860,000. Many of the transfers consisted of wire

transfers of funds from LCCP's general account at PNC Bank to DSA's payroll account at PNC Bank. Thereafter, the payroll funds were transferred to an account ADP maintained in New York state. On or about the dates listed below, the following sums of money were transferred from LCCP to DSA's payroll account and then to ADP:

DATE	AMOUNT
September 11, 2001	\$10,000
September 28, 2001	\$8000
October 9, 2001	\$7132.56
October 23, 2001	\$9220.44
November 6, 2001	\$11,600
November 20, 2001	\$17,000
December 4, 2001	\$18,400
December 18, 2001	\$18,250
December 28, 2001	\$18,250
January 15, 2002	\$23,000
January 29, 2002	\$25,000

26. On or about February 21, 2002, \$25,000 was transferred by wire from LCCP's general account at PNC Bank into DSA's general account at PNC Bank. On the same day, \$25,000 was transferred by wire from DSA to CAROL CAPOCCIA'S Sun Trust Bank account in Florida.

27. On or about February 28, 2002, \$60,000 was transferred by wire from LCCP's general account at PNC Bank into DSA's general account at PNC Bank. On or about March 1, 2002, \$60,000 was transferred by wire from DSA to the CAROL CAPOCCIA Sun Trust Bank account.

Diversion Of Money To Carlo Spano

28. On March 19, 2002, law enforcement authorities executed court-ordered search warrants at the offices of LCCP

and the home of ANDREW and CAROL CAPOCCIA. On or about the same date, the United States filed a civil forfeiture action in the United States District Court for the District of Vermont seeking to forfeit to the United States over \$2.6 million contained in several bank and brokerage accounts controlled by CAROL CAPOCCIA. The money in CAROL CAPOCCIA'S Sun Trust Bank account was not identified in the forfeiture complaint.

29. On or about March 19, 2002, CAROL CAPOCCIA withdrew from her account at Sun Trust Bank the proceeds of the \$85,000 that had been transferred from LCCP via DSA. This withdrawal was done by means of a Sun Trust Bank check for \$85,065.29 made payable to CAROL CAPOCCIA. CAROL CAPOCCIA endorsed the check and gave it to the defendant CARLO SPANO. On or about March 20, 2002, SPANO deposited the check into an account he maintained at Fleet Bank in New York state. On or about April 9, 2002, SPANO transferred \$62,400 from his Fleet Bank account to an account he maintained at SEFCU, a credit union in New York state.

30. On April 2, 2002, the United States filed an amended civil forfeiture complaint in the United States District Court for the District of Vermont which sought to forfeit the contents of CAROL CAPOCCIA'S Sun Trust Bank account. United States v. Contents in Account No. 0417003221519, in the name of or for the benefit of Carol Capoccia, at Sun Trust Bank, D. Vt. Civil No. 2:02CV72.

31. Between April 2, 2002 and June 1, 2002, CAROL CAPOCCIA and CARLO SPANO transferred, disposed of and spent the proceeds

from the Sun Trust Bank account. SPANO wrote a series of checks against his Fleet Bank account to pay creditors of ANDREW and CAROL CAPOCCIA. He also made a series of cash withdrawals from the Fleet Bank and SEFCU accounts. SPANO turned much of this cash over to CAROL CAPOCCIA.

The Demise Of The Law Centers For Consumer Protection

32. Throughout 2001 and 2002, LCCP continued to suffer serious financial difficulties. LCCP did not have enough cash or income to repay the millions of dollars that had been misappropriated from the escrow account. It also lacked money to keep up with the escalating demand for refunds of unearned retainer fees. These circumstances severely undermined LCCP's ability to service its clients and to remain in business.

33. Despite these financial difficulties, LCCP continued to recruit new clients into its debt reduction program, and to charge the bank accounts of old and new clients for escrow and retainer fees. LCCP misrepresented to, concealed from, and failed to disclose to, current or prospective clients the following material facts, among others:

(a) Failing to disclose that more than \$2.5 million dollars had been misappropriated from the escrow account.

(b) Misrepresenting in Client Account Statements the actual amount of funds available for debt settlement purposes.

(c) Failing to disclose that the depletion of the escrow account jeopardized LCCP's ability to settle debts on behalf of clients and to refund escrow moneys to clients upon

demand.

(d) Falsely representing that clients withdrawing from the debt reduction program would receive timely refunds of unearned fees, and failing to disclose that LCCP did not have enough money to pay refunds to hundreds of clients who had already withdrawn from the debt reduction program.

(e) Falsely representing that extra funds checks would be deposited into the escrow account, and failing to disclose that 42% of the proceeds of many extra funds checks were instead deposited into LCCP's general operating account.

34. On or about January 27, 2003, The Law Centers for Consumer Protection ceased doing business. When it discontinued operations, LCCP owed, and did not have the funds to repay, millions of dollars to thousands of former clients.

COUNT 1

35. The grand jury repeats and realleges paragraphs 1-34 of this indictment.

36. Commencing on or about November 30, 2000 and continuing until on or about January 27, 2003, in the District of Vermont and elsewhere, the defendants

ANDREW CAPOCCIA
HOWARD SINNOTT
THOMAS DALY
SHIRLEY DINATALE
RODGER KOLSKY

knowingly and willfully conspired and agreed with each other, with Stephanie Gardner and Jerry Forkey, and with other persons to commit the following offenses against the United States:

(a) to use wire communications in furtherance of a scheme and artifice to defraud and to obtain money by means of false and fraudulent pretenses and misrepresentations, in violation of 18 U.S.C. § 1343;

(b) to use the United States Postal Service in furtherance of a scheme and artifice to defraud and to obtain money by means of false and fraudulent pretenses and misrepresentations, in violation of 18 U.S.C. § 1341;

(c) to transmit in interstate commerce money having a value of \$5000 or more that had been stolen, converted or taken by fraud, in violation of 18 U.S.C. § 2314; and

(d) to receive money having a value of \$5000 or more which had crossed a state boundary after being stolen, converted, or taken, in violation of 18 U.S.C. § 2315.

Object Of The Conspiracy

37. It was the object of the conspiracy that the defendants and other conspirators would divert to themselves, to The Law Centers for Consumer Protection, and to Debt Settlement Associates, escrow and retainer money that properly belonged to the clients of LCCP. The defendants would and did use these diverted moneys to unjustly enrich themselves and to fund the operational activities of LCCP and DSA.

Manner And Means

38. It was part of the conspiracy that the defendants would misappropriate money from the client escrow account in order to pay for LCCP's operational expenses, to benefit the defendants ANDREW CAPOCCIA, HOWARD SINNOTT and THOMAS DALY, and to divert money to Debt Settlement Associates.

39. It was further part of the conspiracy that the defendants solicited retainer fees from clients, and used unearned retainer fees to pay operational expenses of LCCP, to benefit the defendants ANDREW CAPOCCIA, HOWARD SINNOTT and THOMAS DALY, and to divert money to DSA, under circumstances in which the defendants knew, or deliberately closed their eyes to the fact that the unearned retainer fees could not be repaid in full upon demand.

40. It was further part of the conspiracy that the defendants made, and caused others to make, materially false and fraudulent representations and promises to LCCP's clients, and caused others to conceal from and fail to disclose material

facts to clients, in order to recruit clients into the debt reduction program; to persuade clients to send additional moneys, beyond those specified in the clients' contracts, to fund their debt reduction programs; and to dissuade clients from withdrawing from the debt reduction program.

Overt Acts

41. In furtherance of the conspiracy, the defendants and co-conspirators committed, or caused to be committed, the following overt acts in the District of Vermont:

(1) On or about December 5, 2000, a conspirator issued instructions that caused PNC Bank to transfer \$104,500 from LCCP's escrow account to its payroll account.

(2) On or about January 16, 2001, a conspirator issued instructions that caused PNC Bank to transfer \$104,000 from LCCP's escrow account to its payroll account.

(3) On or about January 30, 2001, a conspirator issued instructions that caused PNC Bank to transfer \$105,500 from LCCP's escrow account to its payroll account.

(4) In approximately March 2001, conspirators issued instructions that, over a seven-month period, caused PNC Bank to transfer \$2,274,797.60 from LCCP's escrow account to cover overdrafts in its general account.

(5) Between August 1, 2001 and April 4, 2002, conspirators issued instructions that caused PNC Bank to transfer more than \$860,000 from LCCP's accounts to Debt Settlement Associates.

(6) Between November 30, 2000 and March 19, 2002, conspirators issued instructions that caused LCCP to transfer at least \$1,720,000 to accounts controlled by Carol Capoccia.

(7) In late May 2001, conspirators caused LCCP to pay \$50,000 each to HOWARD SINNOTT and THOMAS DALY.

(8) In late June 2001, conspirators caused LCCP to pay \$25,000 each to HOWARD SINNOTT and THOMAS DALY.

(9) In late July 2001, conspirators caused LCCP to pay \$25,000 each to HOWARD SINNOTT and THOMAS DALY.

(10) In late August 2001, conspirators caused LCCP to pay \$20,000 each to HOWARD SINNOTT and THOMAS DALY.

(11) In late September 2001, conspirators caused LCCP to pay \$20,000 each to HOWARD SINNOTT and THOMAS DALY.

(12) In late October 2001, conspirators caused LCCP to pay \$5000 each to HOWARD SINNOTT and THOMAS DALY.

(13) In late December 2001, conspirators caused LCCP to pay \$10,000 each to HOWARD SINNOTT and THOMAS DALY.

(14) In late February 2002, conspirators caused LCCP to pay \$15,000 each to HOWARD SINNOTT and THOMAS DALY.

(18 U.S.C. § 371)

COUNTS 2-4

42. The grand jury repeats and realleges paragraphs 1-34
The grand jury repeats and realleges paragraphs 1-34 of this
indictment.

43. On or about the dates listed below, in the District of
Vermont and elsewhere, the defendant

ANDREW CAPOCCIA

transmitted and transferred in interstate commerce, from PNC
Bank in New Jersey to ADP's account in New York, the following
sums of money having a value of \$5000 or more, knowing said
moneys to have been stolen, converted and taken by fraud:

COUNT	DATE	AMOUNT
COUNT 2	December 5, 2000	\$104,500
COUNT 3	January 16, 2001	\$104,000
COUNT 4	January 30, 2001	\$105,500

(18 U.S.C. §§ 2314 & 2)

COUNT 5

44. The grand jury repeats and realleges paragraphs 1-34 of this indictment.

45. On or about February 5, 2001, in the District of Vermont and elsewhere, the defendant

ANDREW CAPOCCIA

received money having a value of \$5000 or more which had crossed state boundaries after being stolen, unlawfully converted and taken, namely, \$200,000 transferred by wire from LCCP's escrow account in New Jersey to Florida, knowing said money to have been stolen, unlawfully converted and taken.

(18 U.S.C. §§ 2315 & 2)

COUNTS 6-11

46. The grand jury repeats and realleges paragraphs 1-34 of this indictment.

47. On or about the dates listed below, in the District of Vermont and elsewhere, the defendant

ANDREW CAPOCCIA,

having devised the scheme and artifice to defraud and for obtaining money by means of false and fraudulent pretenses, representations and promises that is described in paragraphs 16-17, and for the purpose of executing such scheme and artifice, caused to be transmitted by wire in interstate commerce, between New Jersey, Ohio and Vermont, facsimile transmissions authorizing and enabling overdrafts in LCCP's general account at PNC Bank to be covered by a transfer of funds from the escrow account:

COUNT	DATE	AMOUNT
COUNT 6	March 2, 2001	\$300,000
COUNT 7	March 12, 2001	\$50,000
COUNT 8	March 13, 2001	\$100,000
COUNT 9	March 14, 2001	\$50,000
COUNT 10	March 15, 2001	\$100,000
COUNT 11	April 2, 2001	\$200,000

(18 U.S.C. §§ 1343 & 2)

COUNTS 12-16

48. The grand jury repeats and realleges paragraphs 1-34 of this indictment.

49. On or about the dates listed below, in the District of Vermont and elsewhere, the defendants

HOWARD SINNOTT
THOMAS DALY,

having devised the scheme and artifice to defraud and for obtaining money by means of false and fraudulent pretenses, representations and promises that is described in paragraphs 16-17, and for the purpose of executing such scheme and artifice, caused to be transmitted by wire in interstate commerce, between New Jersey, Ohio and Vermont, facsimile transmissions authorizing and enabling overdrafts in LCCP's general account at PNC Bank to be covered by a transfer of funds from the escrow account:

COUNT	DATE	AMOUNT
COUNT 12	April 5, 2001	\$600,000
COUNT 13	April 9, 2001	\$56,797.60
COUNT 14	April 12, 2001	\$200,000
COUNT 15	April 26, 2001	\$100,000
COUNT 16	May 25, 2001	\$200,000

(18 U.S.C. §§ 1343 & 2)

COUNTS 17-21

50. The grand jury repeats and realleges paragraphs 1-34 of this indictment.

51. On or about the dates listed below, in the District of Vermont and elsewhere, the defendants

ANDREW CAPOCCIA
HOWARD SINNOTT
THOMAS DALY
SHIRLEY DINATALE,

having devised the scheme and artifice to defraud and for obtaining money by means of false and fraudulent pretenses, representations and promises that is described in paragraphs 16-17, and for the purpose of executing such scheme and artifice, caused to be transmitted by wire in interstate commerce, between New Jersey, Ohio and Vermont, facsimile transmissions authorizing and enabling overdrafts in LCCP's general account at PNC Bank to be covered by a transfer of funds from the escrow account:

COUNT	DATE	AMOUNT
COUNT 17	July 20, 2001	\$50,000
COUNT 18	July 31, 2001	\$42,000
COUNT 19	August 13, 2001	\$100,000
COUNT 20	September 26, 2001	\$66,000
COUNT 21	October 1, 2001	\$60,000

(18 U.S.C. §§ 1343 & 2)

COUNT 22

52. The grand jury repeats and realleges paragraphs 1-34 of this indictment.

53. On or about April 27, 2001, in the District of Vermont and elsewhere, the defendants

HOWARD SINNOTT
THOMAS DALY

transmitted and transferred in interstate commerce, from First Massachusetts Bank in Massachusetts to LCCP's general account at PNC Bank in New Jersey money having a value of \$5000 or more, to wit, \$500,000 transferred by wire, knowing said moneys to have been stolen, converted and taken by fraud.

(18 U.S.C. §§ 2314 & 2)

COUNT 23

54. The grand jury repeats and realleges paragraphs 1-34 of this indictment.

55. On a regular basis beginning in or about February 2001, and continuing until March 19, 2002, in the District of Vermont and elsewhere, the defendants

ANDREW CAPOCCIA
HOWARD SINNOTT
THOMAS DALY
SHIRLEY DINATALE

transported, transmitted and transferred in interstate commerce, between PNC Bank, Chittenden Bank and First Massachusetts Bank, money having a value of \$5000 or more, namely, 42% of the proceeds of clients' extra funds checks, knowing said moneys to have been stolen, converted and taken by fraud.

(18 U.S.C. §§ 2314 & 2)

COUNTS 24-34

56. The grand jury repeats and realleges paragraphs 1-34 of this indictment.

57. On or about the dates listed below, in the District of Vermont and elsewhere, the defendants

ANDREW CAPOCCIA
HOWARD SINNOTT
THOMAS DALY
SHIRLEY DINATALE
RODGER KOLSKY

transported, transmitted and transferred in interstate commerce, from DSA's account at PNC Bank in New Jersey to ADP's account in New York, the following sums of money having a value of \$5000 or more, knowing said moneys to have been stolen, converted and taken by fraud:

COUNT	DATE	AMOUNT
COUNT 24	September 11, 2001	\$10,000
COUNT 25	September 28, 2001	\$8000
COUNT 26	October 9, 2001	\$7132.56
COUNT 27	October 23, 2001	\$9220.44
COUNT 28	November 6, 2001	\$11,600
COUNT 29	November 20, 2001	\$17,000
COUNT 30	December 4, 2001	\$18,400
COUNT 31	December 18, 2001	\$18,250
COUNT 32	December 28, 2001	\$18,250
COUNT 33	January 15, 2002	\$23,000
COUNT 34	January 29, 2002	\$25,000

(18 U.S.C. §§ 2314 & 2)

COUNT 35

58. The grand jury repeats and realleges paragraphs 1-34 of this indictment.

59. On or about February 21, 2002, in the District of Vermont and elsewhere, the defendants

ANDREW CAPOCCIA
SHIRLEY DINATALE
RODGER KOLSKY

knowingly and willfully conducted a financial transaction affecting interstate commerce, to wit, the wire transfer of \$25,000 from PNC Bank in New Jersey to Sun Trust Bank in Florida, which involved the proceeds of specified unlawful activity, to wit, a violation of 18 U.S.C. § 2314, knowing that the transaction was designed in part to conceal and disguise the nature, location, source, ownership and control of such proceeds, and that while conducting such financial transaction knew that the funds involved in the wire transfer represented the proceeds of some form of unlawful activity.

(18 U.S.C. § 1956(a)(1)(B)(i))

COUNT 36

60. The grand jury repeats and realleges paragraphs 1-34 of this indictment.

61. From on or about and between February 28, 2002 and March 1, 2002, in the District of Vermont and elsewhere, the defendants

ANDREW CAPOCCIA
SHIRLEY DINATALE
RODGER KOLSKY

knowingly and willfully conducted a financial transaction affecting interstate commerce, to wit, the wire transfer of \$60,000 from PNC Bank in New Jersey to Sun Trust Bank in Florida, which involved the proceeds of specified unlawful activity, to wit, a violation of 18 U.S.C. § 2314, knowing that the transaction was designed in part to conceal and disguise the nature, location, source, ownership and control of such proceeds, and that while conducting such financial transaction knew that the funds involved in the wire transfer represented the proceeds of some form of unlawful activity.

(18 U.S.C. § 1956(a)(1)(B)(i))

COUNT 37

62. The grand jury repeats and realleges paragraphs 1-34 of this indictment.

63. From approximately October 15, 2001 until January 27, 2003, in the District of Vermont and elsewhere, the defendants

ANDREW CAPOCCIA
HOWARD SINNOTT
THOMAS DALY

having devised the scheme and artifice to defraud and for obtaining money by means of false and fraudulent pretenses, representations and promises described in paragraphs 32-33, and for the purpose of executing such scheme and artifice, caused to be transmitted by wire in interstate commerce, between Vermont and other states, telephone calls in which representatives of The Law Centers for Consumer Protection recruited new clients into the debt reduction program and induced existing clients to continue to send money to LCCP pursuant to their debt reduction program contracts.

(18 U.S.C. §§ 1343 & 2)

COUNT 38

64. The grand jury repeats and realleges paragraphs 1-34 of this indictment.

65. In approximately September 2002, in the District of Vermont and elsewhere, the defendants

HOWARD SINNOTT
THOMAS DALY,

having devised the scheme and artifice to defraud and for obtaining money by means of false and fraudulent pretenses, representations and promises described in paragraphs 32-33, and for the purpose of executing such scheme and artifice, placed in any post office or authorized depository for mail Client Account Statements to be sent and delivered by the Postal Service.

(18 U.S.C. §§ 1341 & 2)

COUNT 39

66. The grand jury repeats and realleges paragraphs 1-34 of this indictment.

67. Between April 2, 2002 and May 23, 2002, in the District of Vermont and elsewhere, the defendants

CAROL CAPOCCIA
CARLO SPANO,

knowing that \$85,000 CAROL CAPOCCIA had withdrawn from her Sun Trust Bank account and given to CARLO SPANO was subject to the in rem jurisdiction of the United States District Court for the District of Vermont in a civil forfeiture action captioned United States v. Contents in Account No. 0417003221519, in the name of or for the benefit of Carol Capoccia, at Sun Trust Bank, D. Vt. Civil No. 2:02CV72, knowingly and without authority from the U.S. District Court wasted, disposed of and transferred said \$85,000 for the purpose of impairing and defeating the court's continuing in rem jurisdiction over the money.

(18 U.S.C. §§ 2232(b) & 2)

COUNT 40 -- FORFEITURE ALLEGATION

From their engagement in the violations stated in Count 1 the defendants ANDREW CAPOCCIA, HOWARD SINNOTT, THOMAS J. DALY, SHIRLEY DINATALE, and RODGER KOLSKY shall forfeit to the United States any and all proceeds of the statutory violations specified in the charged conspiracy, including but not limited to the following:

- (a) \$2,274,797.60 removed from the LCCP escrow account at PNC Bank;
- (b) \$860,000 removed from LCCP's accounts to Debt Settlement Associates;
 - (i) Contents in Account No. 8019327712, in the name of or for the benefit of Debt Settlement Associates, Ltd., at PNC Bank;
- (c) \$1,720,000 removed from LCCP accounts to accounts controlled by Carol Capoccia, including
 - (i) Contents in Account No. 059-644190-69, in the name of or for the benefit of Carol Capoccia, LLC, at Prudential Securities;
 - (ii) Contents in Account No. TBJ967131E6, in the name of or for the benefit of Valentino Enterprises, Inc., at Prudential Securities;
 - (iii) Contents in Account No. 35-740-093, in the name of or for the benefit of Carol Capoccia, LLC, at Wachovia Bank;
 - (iv) Contents in Account No. 325450051868, in the name of or for the benefit of Carol Capoccia, LLC, at Key Bank;
 - (v) Contents in Account No. 325490036895, in the name of or for the benefit of Eugene A. Bizzarro and/or Deana Bizzarro Karam, at Key Bank;
 - (vi) Contents in Account No. 0417003221519, in the name of or for the benefit of Carol Capoccia, at SunTrust Bank;

- (vii) Contents in E-Trade Account No. 1091-1898, in the name of or for the benefit of Eugene A. Bizzarro, at E-Trade Securities, Inc.;
- (viii) Jewelry, a Beaded Compact, a Silver Plated Travel Photo Album, and 6 Waterford Lismore Brandy Balloons;
- (ix) Improvements, in the Minimum Amount of \$75,000, to 56 Bentwood Drive East, Guilderland, New York;
- (x) U.S. Funds in the Amount of \$50,000, in the Possession or Control of Eugene A. Bizzarro;
- (d) Contents of Account No. 11033301 at Heritage Family of Funds, managed by D.B. McKenna & Co., Bennington, VT, in the name of Daly & Sinnott;
- (e) Contents of Account No. 10945230 at Heritage Family of Funds, managed by D.B. McKenna & Co., Bennington, VT, in the names of Howard and Janet M. Sinnott;
- (f) Real estate and all improvements at 27 Longwood Drive, Clifton Park, New York; and
- (g) 1997 Ford Explorer, VIN 1FMDU35P4VZA49374.

If any of the above-described forfeitable property, as a result of any act or omission of the defendants

- (1) cannot be located upon the exercise of due diligence;
- (2) has been transferred or sold to, or deposited with, a third person;
- (3) has been placed beyond the jurisdiction of this court;
- (4) has been substantially diminished in value; or
- (5) has been commingled with other property which cannot be subdivided without difficulty,

it is the intent of the United States, pursuant to 18 U.S.C. § 982(b)(1) and 21 U.S.C. § 853(p), to seek forfeiture of any other property of ANDREW CAPOCCIA, HOWARD SINNOTT, THOMAS J. DALY, SHIRLEY DINATALE, and RODGER KOLSKY up to the value of the above forfeitable property, including but not limited to the following:

- (a) 56 Bentwood Drive East, Guilderland, New York;
- (b) Contents in Account No. 059-644190-69, in the name of or for the benefit of Carol Capoccia, LLC, at Prudential Securities;
- (c) Contents in Account No. TBJ967131E6, in the name of or for the benefit of Valentino Enterprises, Inc. at Prudential Securities;
- (d) Contents in Account No. 35-740-093, in the name of or for the benefit of Carol Capoccia, LLC, at Wachovia Bank;
- (e) Contents in Account No. 325450051868, in the name of or for the benefit of Carol Capoccia, LLC, at Key Bank;
- (f) Contents in Account No. 325490036895, in the name of or for the benefit of Eugene A. Bizzarro and/or Deana Bizzarro Karam, at Key Bank;
- (g) Contents in Account No. 0417003221519, in the name of or for the benefit of Carol Capoccia, at SunTrust Bank; and
- (h) Contents in E-Trade Account No. 1091-1898, in the name of or for the benefit of Eugene A. Bizzarro, at E-Trade Securities, Inc. [items (b)-(i) will henceforth be referred to herein as the Capoccia Assets.]

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(18 U.S.C. §§ 981(a)(1)(C), 1341, 1343, 1956, 1957, 1961, 2314 and 2315; 28 U.S.C. § 2461(c))

COUNT 41 -- FORFEITURE ALLEGATION

From his engagement in the violations stated in Counts 2-4 the defendant ANDREW CAPOCCIA shall forfeit to the United States any and all proceeds of the statutory violations specified in the charged conspiracy, including but not limited to the following:

- (a) \$314,000 in U.S. Funds

If any of the above-described forfeitable property, as a result of any act or omission of the defendant

- (1) cannot be located upon the exercise of due diligence;
- (2) has been transferred or sold to, or deposited with, a third person;
- (3) has been placed beyond the jurisdiction of this court;
- (4) has been substantially diminished in value; or
- (5) has been commingled with other property which cannot be subdivided without difficulty,

it is the intent of the United States, pursuant to 18 U.S.C. § 982(b)(1) and 21 U.S.C. § 853(p), to seek forfeiture of any other property of ANDREW CAPOCCIA up to the value of the above forfeitable property, including but not limited to the following:

- (a) 56 Bentwood Drive East, Guilderland, New York;
- (b) The Capoccia Assets.

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(18 U.S.C. §§ 981(a)(1)(C), 1956, 1957, 1961, 2314;
28 U.S.C. § 2461(c))

COUNT 42 -- FORFEITURE ALLEGATION

From his engagement in the violations stated in Count 5 the defendant ANDREW CAPOCCIA shall forfeit to the United States any and all proceeds of the statutory violations specified in the charged conspiracy, including but not limited to the following:

- (a) \$200,000 transferred from LCCP escrow account to Republic Security Account 53150; Wachovia Account No. 35-740-093; and
- (b) \$200,000 in Prudential Account TBJ967131E6, in the name of or for the benefit of Valentino Enterprises, Inc.

If any of the above-described forfeitable property, as a result of any act or omission of the defendant

- (1) cannot be located upon the exercise of due diligence;
- (2) has been transferred or sold to, or deposited with, a third person;
- (3) has been placed beyond the jurisdiction of this court;
- (4) has been substantially diminished in value; or
- (5) has been commingled with other property which cannot be subdivided without difficulty,

it is the intent of the United States, pursuant to 18 U.S.C. § 982(b)(1) and 28 U.S.C. § 853(p), to seek forfeiture of any other property of ANDREW CAPOCCIA up to the value of the above forfeitable property, including but not limited to the following:

- (a) 56 Bentwood Drive East, Guilderland, New York;
- (b) The Capoccia Assets.

(18 U.S.C. §§ 981(a)(1)(C), 1956, 1957, 1961, 2314 and 2315;
28 U.S.C. § 2461(c))

COUNT 43 -- FORFEITURE ALLEGATION

From his engagement in the violations stated in Counts 6-11 the defendant ANDREW CAPOCCIA shall forfeit to the United States any and all property which constitutes or is derived from any proceeds traceable to such violations, including but not limited to the following:

- (a) \$800,000 in U.S. Funds; and
- (b) \$100,000 in Prudential Account No. TBJ967131E6, in the name of or for the benefit of Valentino Enterprises, Inc.

If any of the above-described forfeitable property, as a result of any act or omission of the defendant

- (1) cannot be located upon the exercise of due diligence;
- (2) has been transferred or sold to, or deposited with, a third person;
- (3) has been placed beyond the jurisdiction of this court;
- (4) has been substantially diminished in value; or
- (5) has been commingled with other property which cannot be subdivided without difficulty,

it is the intent of the United States, pursuant to 18 U.S.C. § 982(b)(1) and 21 U.S.C. § 853(p), to seek forfeiture of any other property of ANDREW CAPOCCIA up to the value of the above forfeitable property, including but not limited to the following:

- (a) 56 Bentwood Drive East, Guilderland, New York;
- (b) The Capoccia Assets.

(18 U.S.C. §§ 981(a)(1)(C), 982, 1343; 28 U.S.C. § 2461(c))

COUNT 44 -- FORFEITURE ALLEGATION

From their engagement in the violations stated in Counts 12-16 and Count 22 defendants HOWARD SINNOTT and THOMAS DALY shall forfeit to the United States any and all property which constitutes or is derived from any proceeds traceable to such violations, including but not limited to the following:

- (a) \$1,156,797.60 in U.S. Funds;
- (b) \$500,000 in U.S. Funds;
- (c) \$100,000 in Prudential Account No. 059-644190-69 in the name of Carol Capoccia; and
- (d) \$100,000 in Prudential Account No. 059-644190-69 in the name of Carol Capoccia.

If any of the above-described forfeitable property, as a result of any act or omission of the defendants

- (1) cannot be located upon the exercise of due diligence;
- (2) has been transferred or sold to, or deposited with, a third person;
- (3) has been placed beyond the jurisdiction of this court;
- (4) has been substantially diminished in value; or
- (5) has been commingled with other property which cannot be subdivided without difficulty,

it is the intent of the United States, pursuant to 18 U.S.C. § 982(b)(1) and 21 U.S.C. § 853(p), to seek forfeiture of any other property of HOWARD SINNOTT and THOMAS DALY up to the value of the above forfeitable property, including but not limited to the following:

- (a) Real estate and all improvements at 27 Longwood Drive, Clifton Park, New York; and
- (b) 1997 Ford Explorer, VIN 1FMDU35P4VZA49374.

(18 U.S.C. §§ 981(a)(1)(C), 982, 984, 1343, 1956, 1957, 1961 and 2314; 28 U.S.C. § 2461(c))

COUNT 45 -- FORFEITURE ALLEGATION

From their engagement in the violations stated in Counts 17-21 the defendants ANDREW CAPOCCIA, HOWARD SINNOTT, THOMAS DALY, and SHIRLEY DINATALE shall forfeit to the United States any and all property which constitutes or is derived from any proceeds traceable to such violations, including but not limited to the following:

- (a) \$318,000 in U.S. Funds;
- (b) \$12,500 in Prudential Account TBJ967131E6 in the name of or for the benefit of Valentino Enterprises, Inc.;
- (c) \$79,500 in Prudential Account TBJ967131E6 in the name of or for the benefit of Valentino Enterprises, Inc.;
- (d) \$12,500 in Prudential Account TBJ967131E6 in the name of or for the benefit of Valentino Enterprises, Inc.;
- (e) \$12,500 in Prudential Account TBJ967131E6 in the name of or for the benefit of Valentino Enterprises, Inc.;
- (f) \$75,000 in Prudential Account TBJ967131E6 in the name of or for the benefit of Valentino Enterprises, Inc.;
- (g) \$100,000 in Prudential Account TBJ967131E6 in the name of or for the benefit of Valentino Enterprises, Inc.; and
- (h) \$12,500 in Prudential Account TBJ967131E6 in the name of or for the benefit of Valentino Enterprises, Inc.

If any of the above-described forfeitable property, as a result of any act or omission of the defendants

- (1) cannot be located upon the exercise of due diligence;
- (2) has been transferred or sold to, or deposited with, a third person;
- (3) has been placed beyond the jurisdiction of this court;
- (4) has been substantially diminished in value; or

- (5) has been commingled with other property which cannot be subdivided without difficulty,

it is the intent of the United States, pursuant to 18 U.S.C. § 982(b)(1) and 21 U.S.C. § 853(p), to seek forfeiture of any other property of ANDREW CAPOCCIA, HOWARD SINNOTT, THOMAS J. DALY, and SHIRLEY DINATALE up to the value of the above forfeitable property, including but not limited to the following:

- (a) 56 Bentwood Drive East, Guilderland, New York;
- (b) The Capoccia Assets;
- (c) Real estate and all improvements at 27 Longwood Drive, Clifton Park, New York; and
- (d) 1997 Ford Explorer, VIN 1FMDU35P4VZA49374.

(18 U.S.C. §§ 981(a)(1)(C), 982, 984, 1343; 28 U.S.C. § 2461(c))

COUNT 46 -- FORFEITURE ALLEGATION

From their engagement in the violations stated in Count 23 the defendants ANDREW CAPOCCIA, HOWARD SINNOTT, THOMAS J. DALY, and SHIRLEY DINATALE shall forfeit to the United States any and all property which constitutes or is derived from any proceeds traceable to such violations.

If any of the above-described forfeitable property, as a result of any act or omission of the defendants

- (1) cannot be located upon the exercise of due diligence;
- (2) has been transferred or sold to, or deposited with, a third person;
- (3) has been placed beyond the jurisdiction of this court;
- (4) has been substantially diminished in value; or
- (5) has been commingled with other property which cannot be subdivided without difficulty,

it is the intent of the United States, pursuant to 18 U.S.C. § 982(b)(1) and 21 U.S.C. § 853(p), to seek forfeiture of any other property of ANDREW CAPOCCIA, HOWARD SINNOTT, THOMAS J. DALY, and SHIRLEY DINATALE up to the value of the above forfeitable property, including but not limited to the following:

- (a) 56 Bentwood Drive East, Guilderland, New York;
- (b) The Capoccia Assets;
- (c) Real estate and all improvements at 27 Longwood Drive, Clifton Park, New York; and
- (d) 1997 Ford Explorer, VIN 1FMDU35P4VZA49374.

(18 U.S.C. §§ 981(a)(1)(C), 982, 1956, 1957, 1961, 2314;
28 U.S.C. § 2461(c))

COUNT 47 -- FORFEITURE ALLEGATION

From their engagement in the violations stated in Counts 24-34 the defendants ANDREW CAPOCCIA, HOWARD SINNOTT, THOMAS J. DALY, SHIRLEY DINATALE and RODGER KOLSKY shall forfeit to the United States any and all property which constitutes or is derived from any proceeds traceable to such violations, including but not limited to the following:

- (a) \$165,853 in U.S. Funds

If any of the above-described forfeitable property, as a result of any act or omission of the defendants

- (1) cannot be located upon the exercise of due diligence;
- (2) has been transferred or sold to, or deposited with, a third person;
- (3) has been placed beyond the jurisdiction of this court;
- (4) has been substantially diminished in value; or
- (5) has been commingled with other property which cannot be subdivided without difficulty,

it is the intent of the United States, pursuant to 18 U.S.C. § 982(b)(1) and 21 U.S.C. § 853(p), to seek forfeiture of any other property of ANDREW CAPOCCIA, HOWARD SINNOTT, THOMAS J. DALY, SHIRLEY DINATALE and RODGER KOLSKY up to the value of the above forfeitable property, including but not limited to the following:

- (a) 56 Bentwood Drive East, Guilderland, New York;
- (b) The Capoccia Assets;
- (c) Real estate and all improvements at 27 Longwood Drive, Clifton Park, New York; and
- (d) 1997 Ford Explorer, VIN 1FMDU35P4VZA49374.

(18 U.S.C. §§ 981(a)(1)(C), 982, 1956, 1957, 1961, 2314;
28 U.S.C. § 2461(c))

COUNT 48 -- FORFEITURE ALLEGATION

From their engagement in the violations stated in Counts 35 and 36 the defendants ANDREW CAPOCCIA, SHIRLEY DINATALE, and RODGER KOLSKY shall forfeit to the United States any and all property which was involved in such violations, or any property traceable to such property, including but not limited to the following:

- (a) \$85,000 in U.S. Funds;
- (b) \$85,000 in U.S. Funds transferred from DSA's PNC Account to SunTrust Account 0417003221519 for the benefit of Carol Capoccia and later transferred to a Fleet Bank Account in the name of Carlo Spano and then, in part, to SEFCU Account No. 52164, also in the name of Carlo Spano.

If any of the above-described forfeitable property, as a result of any act or omission of the defendants

- (1) cannot be located upon the exercise of due diligence;
- (2) has been transferred or sold to, or deposited with, a third person;
- (3) has been placed beyond the jurisdiction of this court;
- (4) has been substantially diminished in value; or
- (5) has been commingled with other property which cannot be subdivided without difficulty,

it is the intent of the United States, pursuant to 18 U.S.C. § 982(b)(1) and 21 U.S.C. § 853(p), to seek forfeiture of any other property of ANDREW CAPOCCIA, SHIRLEY DINATALE, and RODGER KOLSKY up to the value of the above forfeitable property, including but

not limited to the following:

- (a) 56 Bentwood Drive East, Guilderland, New York;
- (b) The Capoccia Assets.

(18 U.S.C. §§ 982(a)(1)(A) and 1956(a)(1)(B)(i))

COUNT 49 -- FORFEITURE ALLEGATION

From their engagement in the violations stated in Count 37 the defendants ANDREW CAPOCCIA, HOWARD SINNOTT, and THOMAS J. DALY shall forfeit to the United States any and all property which constitutes or is derived from any proceeds traceable to such violations.

If any of the above-described forfeitable property, as a result of any act or omission of the defendants

- (1) cannot be located upon the exercise of due diligence;
- (2) has been transferred or sold to, or deposited with, a third person;
- (3) has been placed beyond the jurisdiction of this court;
- (4) has been substantially diminished in value; or
- (5) has been commingled with other property which cannot be subdivided without difficulty,

it is the intent of the United States, pursuant to 18 U.S.C. § 982(b)(1) and 21 U.S.C. § 853(p), to seek forfeiture of any other property of ANDREW CAPOCCIA, HOWARD SINNOTT, and THOMAS J. DALY up to the value of the above forfeitable property, including but not limited to the following:

- (a) 56 Bentwood Drive East, Guilderland, New York;
- (b) The Capoccia Assets;
- (c) Real estate and all improvements at 27 Longwood Drive, Clifton Park, New York; and
- (d) 1997 Ford Explorer, VIN 1FMDU35P4VZA49374.

(18 U.S.C. §§ 981(a)(1)(C), 982, 1343; 28 U.S.C. § 2461(c))

COUNT 50 -- FORFEITURE ALLEGATION

From their engagement in the violations stated in Count 38 the defendants HOWARD SINNOTT and THOMAS J. DALY shall forfeit to the United States any and all property which constitutes or is derived from any proceeds traceable to such violations.

If any of the above-described forfeitable property, as a result of any act or omission of the defendants

- (1) cannot be located upon the exercise of due diligence;
- (2) has been transferred or sold to, or deposited with, a third person;
- (3) has been placed beyond the jurisdiction of this court;
- (4) has been substantially diminished in value; or
- (5) has been commingled with other property which cannot be subdivided without difficulty,

it is the intent of the United States, pursuant to 18 U.S.C. § 982(b)(1) and 21 U.S.C. § 853(p), to seek forfeiture of any other property of HOWARD SINNOTT and THOMAS J. DALY up to the value of the above forfeitable property, including but not limited to the following:

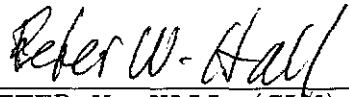
- (a) Real estate and all improvements at 27 Longwood Drive, Clifton Park, New York; and
- (b) 1997 Ford Explorer, VIN 1FMDU35P4VZA49374.

(18 U.S.C. §§ 981(a)(1)(C), 982, 1341; 28 U.S.C. § 2461(c))

A TRUE BILL



FOREPERSON



PETER W. HALL (GLW)
United States Attorney

Rutland, Vermont
March 10, 2003